

Resolution # 26-2001

COST SHARING AGREEMENT
FOR PLANNING ASSISTANCE BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS AND
THE CITY OF BUFFALO, IOWA FOR

Storm Water Efficiency Study

THIS AGREEMENT, entered into this 10 day, of Sept., 2001, by and between the United States of America (hereinafter called the "Government", represented by the Contracting Officer executing this Agreement, and the City of Buffalo, Iowa, (hereinafter called the "City of Buffalo").

WITNESSETH, that

WHEREAS, the Congress has authorized the Corps of Engineers in Section 22 of the Water Resources Development Act of 1974 (Pub. L. 93-251), as amended, by authorizing the Secretary of the Army, acting through the Chief of Engineers, to assist the states in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources; and

WHEREAS, section 319 of the Water Resources Development Act of 1990 (Pub. L. 101-640) authorizes the Secretary of the Army to collect from non-Federal entities fees for the purpose of recovering fifty (50) percent of the cost of the program established by Section 22; and

WHEREAS, the City of Buffalo has reviewed the State's comprehensive water plans and identified the need for planning assistance as described in the Scope of Studies which is incorporated into this agreement; and

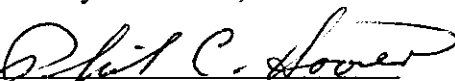
WHEREAS, the City of Buffalo has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in the study cost-sharing and financing in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants of the parties they agree as follows:

1. The government, using funds contributed by the City of Buffalo and appropriated by the Congress, shall expeditiously, prosecute and complete the Study, estimated to be completed in twelve (12) months from the date of this Agreement. Substantial compliance with the Scope of Studies attached as Appendix A and in conformity with all applicable Federal laws and mutually acceptable standards of engineering practice.
2. The Government and the City of Buffalo shall each contribute in cash, fifty (50) percent of all study costs, the total cost of which is currently estimated to be \$30,000 as specified in the cost estimate attached as Appendix A. The City of Buffalo agrees to provide a cashier or certified check in the amount of \$15,000 which shall be made payable to the USAED, FAO Rock Island.
3. No federal funds may be used to meet the City of Buffalo's share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.
4. Before any Party to the Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of non-binding alternate dispute resolution mutually acceptable to the Parties.
5. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable, by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect until the Agreement is completed.
6. This Agreement shall become effective upon the signature of both Parties.

For the City of Buffalo, Iowa:

For the US Army Corps of Engineers:

By: 

By: _____

Title: Mayor, City of Buffalo, Iowa

Title: District Engineer

Date: Sept. 10, 2001

Date: _____

Supplemental note: Agreements may be signed by either District Engineer s or Contracting Officers depending on the level of delegation in a respective District.

DRAFT

U.S. Army Corps of Engineers
Scope of Work
Planning Assistance to States, Section 22 Program
For Buffalo, Iowa
APPENDIX A
SCOPE OF WORK

PROJECT SCOPE and BACKGROUND

The Project is located within the City limits of the City of Buffalo, Iowa. Project will consist of an Efficiency Study for the storm collection system.

During flood events river water gets into sewage system and storm drains back up. The City is received a letter for the Iowa DNR requesting the development of a plan of action to remedy the situation. It assumed that another source of excess water that enters the sewage system is due to sump pumps that are illegally connected to the system.

DELIVERABLES

The following items will be provided to the sponsor as a singular report.

Storm Water System Efficiency Study

Data Collection: The Corps will collect data to be used in the efficiency study. Storm and sanitary flow meters will be installed at six key advantage points through out the storm and sanitary networks (three in each network). Data collected will be included in the report appendix in tabular form.

System Mapping: A survey of the existing storm and sanitary sewer system will be accomplished to obtain location and elevation data. This information will be mapped and included in the final product in electronic and hard copy format. All CADD data will be supplied in Bentley Corporation, two-dimensional, MicroStation SE or later version native electronic digital format (i.e., .dgn, .cel, .i).

Data Analysis: Analysis of the flow meter data will be conducted after 3 months of data collection. Recommendations shall be given and included in the report.

COST ESTIMATE

See attached Cost share agreement.

Storm Water Efficiency Study			25,500
Data Collection:	Flow meter installation, monitoring, removal	11,500	
System Mapping:	Survey and mapping of existing system	7,000	
Data Analysis:	Recommendations/Conceptual alternatives/Report Appendix	7,000	
Report Development			2,000
Draft:	Report development up to review Letter Report	1,000	
Review:	Internal and Sponsor review	500	
Final:	Incorporate review comments and reproduction of final report	500	
Project Management			2,500
Coordination:	Meetings with team members, sponsor, and status reporting	2,500	
TOTAL			\$ 30,000

SCHEDULE

Completion of this study shall be 12 months from the initiation of the work via funds.

POINT OF CONTACT

All questions and/or comments should be directed to Ms. Heather Anderson, Civil Engineer, at telephone 309/794-5885, or via email at Heather.L.Wiese@usace.army.mil.